

## **EXHIBIT 1-E**



Via UPS Overnight

August 10, 2018

Ronald J. Lillard, Member and Guarantor  
Empyrean Auto Group, LLC  
3615 Padre Island Drive  
Corpus Christi, TX 78415

Pete Martinez, Jr., Member and Guarantor  
Basin Subaru, LLC  
2800 Wall Street  
Midland, TX 79703

Re: Indebtedness of Empyrean Auto Group, LLC and Basin Subaru, LLC (collectively, the "Borrowers") to Santander Bank, N.A. ("Santander")

Gentlemen:

Reference is made to the Floorplan Financing and Security Agreement, dated October 3, 2017 as modified or amended from time to time ("Floorplan Agreement") between the Borrowers and Santander Bank. Capitalized terms used but not defined in this letter are intended to have the meanings set forth in the Floorplan Agreement.

By a letter dated July 31, 2018, Santander notified the Borrowers that Events of Default had occurred, and reserved all rights arising as a result thereof.

This letter is intended to notify that Borrowers that as a consequence of the occurrence of the Events of Default, Santander has elected to terminate the Borrower's ability to receive Advances. Copies of letters to the Borrowers' motor vehicle manufacturers terminating Santander's commitments to make Advances for the acquisition by the Borrowers of Vehicles are enclosed.

Also as a consequence of the occurrence of the Events of Default, Santander has elected to exercise its option to declare the entire unpaid principal balance of Advances and all accrued and unpaid interest and other charges outstanding under the Floorplan Agreement to be immediately due and payable. As of the date hereof, the aggregate outstanding principal amount of the Advances is \$17,895,964.61, interest has accrued in the amount of \$148,760.06, and Santander has incurred costs and expenses for which the Borrowers are liable. Demand is hereby made for the immediate payment in full of all amounts which are due and which may become due under the Floorplan Agreement. The balance due may decrease as a result of the receipt of payments and the proceeds of Collateral may increase due to the accrual of interest, late charges, costs of collection and other fees, costs and expenses. Therefore, immediately prior to remitting payment, please contact John P. Bowen, Vice President (508-890-6839 | [jb Bowen@santander.us](mailto:jb Bowen@santander.us)) to obtain final payoff amounts and remittance instructions.

Nothing contained in this letter is intended as a waiver or release of any of the terms or provisions of the Floorplan Agreement or of any and all other agreements between Santander and the Borrowers (the "Loan Documents"). Santander reserves all rights and remedies available to it under the Loan Documents, and applicable law. No discussions between Santander and the Borrowers concerning this notification, other loan relationships between Santander and the Borrowers, or any other matters shall imply an agreement on the part of Santander to waive any of its rights and remedies or to forbear from taking any action authorized by the Loan Documents or applicable law, whether or not such discussions may be continuing. Any delay or forbearance by Santander in the enforcement or pursuit of any of its rights and remedies under the Loan



Documents or applicable law shall not constitute a waiver thereof, nor shall it be a bar to the exercise of Santander's rights or remedies at a later date.

Sincerely,

A handwritten signature in black ink, appearing to read "Bertin C. Emmons".

Bertin C. Emmons  
Senior Counsel